

January 4, 2016

Via Electronic and Overnight Mail

Ms. Jennifer LaPoma
Lower Passaic River Remedial Project Manager
Emergency and Remedial Response Division
U.S. EPA, Region 2
290 Broadway, 19th Floor
New York, New York 10007

Re: Lower Passaic River Study Area
Proposal for Revised Performance Guarantee
Administrative Settlement Agreement and Order on Consent for
Remedial Investigation/Feasibility Study, CERCLA Docket No. 02-2007-2009
Effective May 8, 2007 (RI/FS AOC)

Dear Jennifer:

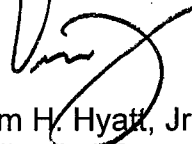
Pursuant to EPA's letter dated December 3, 2015, and Paragraphs 100 and 102(b)(ii) of the RI/FS AOC, the Lower Passaic River Study Area Cooperating Parties Group ("CPG") hereby submits the enclosed draft Twelfth Amendment to the Trust Agreement for EPA's review.

As more fully described in the RI/FS Monthly Progress Report No. 103, we remind EPA that the CPG is awaiting EPA's comments on key RI/FS deliverables, including the draft RI report submitted to EPA on February 18, 2015, the draft FS report submitted to EPA on April 30, 2015, and LPRSA modeling deliverables submitted to EPA in 2015. The CPG is also awaiting EPA's intention on how it will proceed with regard to the exposure depth/zone dispute resolution, in follow-up to the CPG's dispute resolution statement submitted to EPA on November 13, 2015. The CPG looks forward to meeting with EPA on January 27, 2015 to discuss the CPG's November 12, 2015 response to the EPA's position paper regarding COPC mapping. The CPG is reviewing EPA's responses to the Baseline Ecological Risk Assessment response to comments provided on December 22, 2015, which had been initially promised in October 2015. EPA Region 2 representatives stated at the July 2015 CAG meeting that the Region intended to complete the 17-mile RI/FS and issue a Proposed Plan in CY 2016. The CPG shares this goal, but remains concerned that the current backlog of reports held by the Region jeopardizes the timing for RI/FS completion.

Ms. Jennifer LaPoma
Lower Passaic River Remedial Project Manager
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Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. Hyatt, Jr.', written over the typed name.

William H. Hyatt, Jr.
Coordinating Counsel,
Lower Passaic River Study Area
Cooperating Parties Group

Enclosure

cc: Sarah P. Flanagan, Esq.

TWELFTH AMENDMENT TO TRUST AGREEMENT FOR THE LOWER PASSAIC RIVER
STUDY AREA PORTION OF THE DIAMOND ALKALI SUPERFUND SITE
DATED MAY 10, 2007

This Twelfth Amendment to the Trust Agreement dated May 10, 2007 (this "Twelfth Amendment") is entered into as of this _____ day of _____, 2016, by and between the Settling Parties whose names and states of incorporation are set forth in Appendix A to the Second Amendment to the Trust Agreement dated July 27, 2010 ("Second Amendment to Trust Agreement") (the "Grantors"), and U.S. Bank National Association, a National Banking Association (the "Trustee").

Whereas, the United States Environmental Protection Agency ("EPA"), an agency of the United States government, and the Grantors entered into an RI/FS Administrative Settlement Agreement and Order on Consent, effective May 8, 2007 (the "Settlement Agreement") with respect to the Lower Passaic River Study Area Portion of the Diamond Alkali Superfund Site (the "Site") to which the Trust Agreement dated May 10, 2007 (the "Trust Agreement") was appended as an Exhibit;

Whereas, EPA and the Grantors entered into Amendment No. 1 to the Settlement Agreement, effective on May 21, 2009 ("Settlement Agreement Amendment No. 1"), which provides that the Grantors will make an additional payment to EPA of Future Response Costs, in the amount of \$450,000;

Whereas, pursuant to Settlement Agreement Amendment No. 1, the Grantors and the Trustee entered into an Amendment to the Trust Agreement ("First Amendment to Trust Agreement"), effective June 19, 2009;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Second Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$16,200,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Third Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$11,000,000 and revising the meaning of the term "Work" in the Trust Agreement;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Fourth Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$7,600,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Fifth Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$4,000,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Sixth Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$6,200,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Seventh Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$1,700,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Eighth Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$2,500,000;

Whereas, pursuant to Paragraph 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Ninth Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$3,600,000;

Whereas, pursuant to Paragraphs 100 and 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Tenth Amendment to Trust Agreement, revising the timing of the fifteenth payment of the RI/FS Trust;

Whereas, pursuant to Paragraphs 100 and 102(b)(ii) of the Settlement Agreement, the Grantors and the Trustee entered into the Eleventh Amendment to Trust Agreement, increasing the total funds to be deposited in the Fund by the Grantors by \$2,000,000;

Whereas, pursuant to Paragraphs 100 and 102(b)(ii) of the Settlement Agreement, the Grantors submitted a written proposal dated January 4, 2016 ("Proposal") for a revised Performance Guarantee to EPA to increase the total funds to be deposited in the Fund by the Grantors by \$2,500,000 pursuant to EPA's letter dated December 3, 2015, which was accepted in writing by EPA on _____, 2016;

Now, therefore, the other terms and conditions of the Trust Agreement, as amended, remaining fully in effect and not being altered in any way, the Grantors and the Trustee hereby agree to amend the Trust Agreement as follows:

"Section 3. Establishment of Trust Fund" shall be amended so that Section 3(b) shall read:

"(b) The Trust is established initially as consisting of funds in the amount of eight million U.S. Dollars (\$8,000,000). This initial payment shall be deposited into the Trust within 90 days from the Effective Date of the Settlement Agreement. Within one year and 90 days from the Effective Date, a second payment of ten million U.S. Dollars (\$10,000,000) shall be deposited into the Trust. Within two years and 90 days from the Effective Date, a third payment of ten million U.S. Dollars (\$10,000,000) shall be deposited into the Trust. Within three years and 90 days from the Effective Date, a fourth payment of nine million, four hundred and fifty thousand U.S. Dollars (\$9,450,000) shall be deposited into the Trust. Within four years from the Effective Date, a fifth payment of five million U.S. Dollars (\$5,000,000) shall be deposited into the Trust. Within four years and 90 days from the Effective Date, a sixth payment of five million U.S. Dollars (\$5,000,000) shall be deposited into the Trust. Within five years

from the Effective Date, a seventh payment of nine million U.S. Dollars (\$9,000,000) shall be deposited into the Trust. Within five years and ninety days from the Effective Date, an eighth payment of three million U.S. Dollars (\$3,000,000) shall be deposited into the Trust. Within six years from the Effective Date, a ninth payment of ten million, two hundred thousand U.S. Dollars (\$10,200,000) shall be deposited into the Trust. By not later than December 13, 2013, a tenth payment of four million U.S. Dollars (\$4,000,000) shall be deposited into the Trust. By not later than February 28, 2014, an eleventh payment of six million, eight hundred thousand U.S. Dollars (\$6,800,000) shall be deposited into the Trust. By not later than July 1, 2014, a twelfth payment of two million, seven hundred thousand U.S. Dollars (\$2,700,000) shall be deposited into the Trust. By not later than November 7, 2014, a thirteenth payment of two million, five hundred thousand U.S. Dollars (\$2,500,000) shall be deposited into the Trust. By not later than February 27, 2015, a fourteenth payment of one million U.S. Dollars (\$1,000,000) shall be deposited into the Trust. By not later than April 1, 2015, a fifteenth payment of two million U.S. Dollars (\$2,000,000) shall be deposited into the Trust. By not later than June 3, 2015, a sixteenth payment of nine hundred thousand U.S. Dollars (\$900,000) shall be deposited into the Trust. By not later than October 1, 2015, a seventeenth payment of one million seven hundred thousand U.S. Dollars (\$1,700,000) shall be deposited into the Trust. By not later than December 1, 2015, an eighteenth payment of five hundred thousand U.S. Dollars (\$500,000) shall be deposited into the Trust. By not later than February 1, 2016, a nineteenth payment of five hundred thousand U.S. Dollars (\$500,000) shall be deposited into the Trust Fund. By not later than by March 1, 2016, a twentieth payment of two million U.S. dollars (\$2,000,000) shall be deposited into the Trust Fund. By not later than June 1, 2016, a twenty-first payment of five hundred thousand U.S. Dollars (\$500,000) shall be deposited into the Trust Fund. The timing or the amount of the nineteenth, twentieth, or twenty-first payment amounts may be amended pursuant to Paragraph 100 and/or Paragraph 102 of the Settlement Agreement.

The Trustee shall be notified in writing by Grantors' Representative of any such amendment of timing of payment amounts. Such funds, along with any other monies and/or other property hereafter deposited into the Trust, and together with all earnings and profits thereon, are referred to herein collectively as the "Fund."'''

SIGNATURE PAGE
IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE
DIAMOND ALKALI SUPERFUND SITE

TWELFTH AMENDMENT TO TRUST AGREEMENT DATED MAY 10, 2007

In Witness Whereof, the parties hereto have caused this Twelfth Amendment to the Trust Agreement Dated May 10, 2007 to be executed by their respective officers duly authorized and attested as of the date first above written:

TRUSTEE

[Signature]

[Printed Name]

[Title]

State of _____

County of _____

On this ____ day of _____, 2016, before me personally came _____
[Name of Trustee Official]

to me known, who, being by me duly sworn, did depose and say that she/he is _____
[Title]

of _____, the National Banking Association described in and which executed the above instrument; and that she/he signed her/his name thereto.

[Signature of Notary Public]

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IN THE MATTER OF: LOWER PASSAIC RIVER STUDY AREA PORTION OF THE
DIAMOND ALKALI SUPERFUND SITE
TWELFTH AMENDMENT TO TRUST AGREEMENT DATED MAY 10, 2007

In Witness Whereof, the parties hereto have caused this Twelfth Amendment to the Trust Agreement Dated May 10, 2007 to be executed by their respective officers duly authorized and attested as of the date first above written:

GRANTOR'S REPRESENTATIVE

William H. Hyatt, Jr., Esq.
As Grantor Representative under Trust Agreement dated May 19, 2007
between Grantors and U.S. Bank National Association regarding the
LPRSA portion of the Diamond Alkali Superfund Site

[Signature]

State of New Jersey

County of Essex

On this _____, 2016, before me personally came William H. Hyatt, Jr.
[Name]

to me known, who, being by me duly sworn, did depose and say that he is the authorized Representative of the Grantors who executed the Trust Agreement dated May 19, 2007 and is duly authorized to execute the above instrument on behalf of the Grantors listed on Appendix A to the Second Amendment to Trust Agreement dated July 27, 2010; and that he signed his name hereto.

[Signature of Notary Public]